

U.S. Department of Justice

	Antitrust Division	
Dear		
This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and (as defined below), in connection with possible or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the This Agreement is conditional and depends upon satisfying the conditions set forth below. After all of these conditions are met, the Division will notify in writing that the application has been granted. It is further agreed that disclosures made by counsel for in furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege.		
	<u>AGREEMENT</u>	
	idiaries, desire to report to the Antitrust Division possible or	
Activity Being Repor	ve of the Sherman Act in the ("the Anticompetitive represents to the Antitrust Division that, in connection with Activity Being Reported, it:	
(a)	took prompt and effective action to terminate its part in the Anticompetitive Activity Being Reported upon discovery of the activity; and	
(b)	did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the Anticompetitive Activity Being Reported.	
2. Cooperation: agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the Anticompetitive Activity Being Reported, including, but not limited to, the following:		
(a)	providing a full exposition of all facts known to relating to the Anticompetitive Activity Being Reported;	
(b)	providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;	

- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of (collectively "covered employees"), and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the Anticompetitive Activity Being Reported;
- (d) facilitating the ability of covered employees to appear for such interviews or testimony in connection with the Anticompetitive Activity Being Reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that covered employees who provide information to the Antitrust Division relevant to the Anticompetitive Activity Being Reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that covered employees who provide information to the Antitrust Division relevant to the Anticompetitive Activity Being Reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the Anticompetitive Activity Being Reported, in which was a participant.

3. Corporate Leniency: Subject to verification of	representations in
paragraph 1 above, and subject to its full, continuing and comp	
paragraph 2 above, the Antitrust Division agrees conditionally	to accept into Part A of
the Corporate Leniency Program, as explained in an Antitrust I	Division policy statement dated
August 10, 1993 (attached). Pursuant to that policy, the Antitro	ust Division agrees not to bring any
criminal prosecution against for any act or offense it	may have committed in connection
with the Anticompetitive Activity Being Reported. The commi	
apply to any acts or offenses occurring after	The commitments in this
paragraph are binding only upon the Antitrust Division, although	gh, upon request of
Antitrust Division will bring this Agreement to the attention of	other prosecuting offices or
administrative agencies. If the Antitrust Division at any time d	etermines that the same has
violated this Agreement, this Agreement shall be void, and the	
conditional acceptance of into the Corporate Lenience	y Program. Should the Antitrust
Division revoke the conditional acceptance of into the	e Corporate Leniency Program, the
Antitrust Division may thereafter initiate a criminal prosecution	n against in connection
with the Anticompetitive Activity Being Reported, without lim	
be initiated, any documentary or other information provided by	as well as any

statements or other information provided by any current or former director, officer or employee of to the Antitrust Division pursuant to this Agreement, may be used against in any such prosecution.

- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees:
 Subject to full, continuing and complete cooperation, the Antitrust Division agrees that covered employees who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the Anticompetitive Activity Being Reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at the commitments in this paragraph do not apply to any acts or offenses occurring after Such full and truthful cooperation shall include, but not be limited to:
 - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States in connection with the Anticompetitive Activity Being Reported;
 - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States in connection with the Anticompetitive Activity Being Reported;
 - responding fully and truthfully to all inquiries of the United States in connection with the Anticompetitive Activity Being Reported, without falsely implicating any person or intentionally withholding any information;
 - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the Anticompetitive Activity Being Reported; and
 - (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the Anticompetitive Activity Being Reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a covered employee fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be

void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally in connection with the Anticompetitive Activity Being Reported, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

5. acknowledges that it is
separate investigations into
or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. 8 1, and related
statutes, in the excludes (as used in this paragraph,
relating to the Anticompetitive Activity Being Reported but does not exclude
and that some
current and former directors, officers, or employees are, or may become, subjects,
targets, or defendants in those separate investigations. Nothing in this Agreement limits the
United States from initiating a criminal prosecution against or any of its current or
former directors, officers, or employees in connection with the
The status of or any of its current or former directors, officers, or employees as a
subject, target, or defendant in the
cooperation obligations under paragraph 2 above, including its obligation to use its
best efforts to secure the ongoing, full, and truthful cooperation of covered employees, or the
cooperation obligations of covered employees under paragraph 4 above. A failure of a covered
employee to comply fully with his or her obligations described in paragraph 4 above includes, but
is not limited to, regardless of any past or proposed cooperation, not making himself or herself
available in the United States for interviews and testimony in trials and grand jury or other proceedings upon the request of attorneys and agents of the United States in connection with the
Anticompetitive Activity Being Reported because he or she has been, or anticipates being,
charged, indicted, or <u>arrested in the United States</u> for violations of federal antitrust and related
statutes involving the Such failure also includes, but is not limited to,
not responding fully and truthfully to all inquiries of the United States in connection with the
Anticompetitive Activity Being Reported because his or her responses may also relate to, or tend
to incriminate him or her in, the
or her cooperation obligations further includes, but is not limited to, not producing in the United
States all documents, including personal documents and records, and other materials requested by
attorneys and agents of the United States in connection with the Anticompetitive Activity Being
Reported because those documents may also relate to, or tend to incriminate him or her in,
The cooperation obligations of Paragraph 4 above do not apply to
requests by attorneys and agents of the United States directed at
if such requests are not, in whole or in
part, made in connection with the Anticompetitive Activity Being Reported. The Antitrust
Division may use any documents, statements, or other information provided by
any of its current or former directors, officers, or employees to the Antitrust Division pursuant to

ors, officers, or employees
to be binding upon, and
Notwithstanding anything
Division that the has
l not operate to deprive
ent if
nent between the Antitrust, whether oral or written,

8. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,





U.S. Department of Justice

Antitrust Division

- Charles Market	Antitude Division
Dear	
	Sets forth the terms and conditions of an agreement between the Antitrust Division States Department of Justice and the Condition of Section 1 of the Sherman Act, 15
U.S.C. § 1, in conditional an below. After a in writing counsel for	This agreement is depends upon satisfying the conditions set forth satisfying the conditions set forth satisfying the conditions set forth that the application has been granted. It is further agreed that disclosures made by in furtherance of the amnesty application will not aiver of the attorney-client privilege or the work-product privilege.
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(a)	took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
(b)	did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
	agrees to provide full, continuing and eration to the Antitrust Division in connection with the activity being reported, not limited to, the following:
(a)	relating to the anticompetitive activity being reported;

- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced:
- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported in which was a participant.

3. Corporate Leniency: Subject to verification of
epresentations in paragraph 1 above, and subject to its full, continuing and complete
cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to
ccept into Part B of the Corporate Leniency Program, as
explained in an Antitrust Division policy statement dated August 10, 1993 (attached), Pursuant to
hat policy, the Antitrust Division agrees not to bring any criminal prosecution against
for any act or offense it may have committed prior to the date of this letter
connection with the anticompetitive activity being reported. The commitments in this
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	will bring this Agreement to the attention of other
prosecuting offices or administrative ag	gencies. If the Antitrust Division at any time determines
that has v	violated this Agreement, this Agreement shall be void, and
the Antitrust Division may revoke the c	conditional acceptance of
into the Corporate Lentency Program. S	should the Antitrust Division revoke the conditional
acceptance of	into the Corporate Leniency Program, the Antitrust
Division may thereafter initiate a crimir	nal prosecution against
without limitation. Should such a prose-	cution be initiated, any documentary or other information
provided by	. as well as any statements or other information
provided by any current or former direc	tor, officer or employee of
to the Antitrust Division pursuant to this	s Agreement, may be used against
in any such prosecution.	

4. Non-Prosecution Protection For Corporate Directors, Officers And Employees:
Subject to full, continuing and complete cooperation, the
Antitrust Division agrees that current and former directors, officers and employees of
who admit their knowledge of, or participation in, and fully and truthfully
cooperate with the Antitrust Division in its investigation of the anticompetitive activity being
reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense
committed prior to the date of this letter in connection with the anticompetitive activity being
reported. Such full and truthful cooperation shall include, but not be limited to:

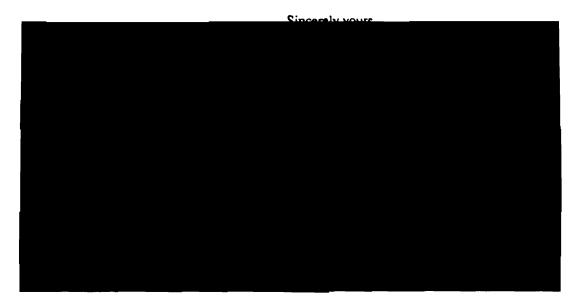
- (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
- (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
- (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
- (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a)-(c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. §

1623) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.





U. S. Department of Justice

Antitrust Division

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- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.

3. Corporate Leniency: Subject to verification of representations in
paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in
paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part B of
the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated
August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any
criminal prosecution against for any act or offense it may have committed prior to the
criminal prosecution against the control of the prosecution and the control of th
date of this letter in connection with the anticompetitive activity being reported. The
commitments in this paragraph are binding only upon the Antitrust Division, although, upon
request of the Antitrust Division will bring this Agreement to the attention of other
prosecuting offices or administrative agencies. If the Antitrust Division at any time determines
that that would have violated this Agreement, this Agreement shall be void, and the Antitrust
Division may revoke the conditional acceptance of the linto the Corporate Leniency
Program. Should the Antitrust Division revoke the conditional acceptance of into the
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against without limitation. Should such a prosecution be initiated, any documentary or

other information provided by as well as any statements or other information provided by any current or former director, officer or employee of the contract to the Antitrust Division pursuant to this Agreement, may be used against the contract of any such prosecution.

- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees:
 Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
 - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
 - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
 - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
 - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
 - (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter

prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.







U. S. Department of Justice

		Antit	rust Division	
Dear				
This letter see Division of the Unite with possible Section 1 of the Sher This agreement is confirmed and the shere of the amnesty application product privilege, exceptions.	man Act, 15 U.S.C inditional and dependitions are met, the is further agreed the ion will not constitution	c. § 1, in the material satisfies Division will notife at disclosures made ute a waiver of the satisfies to the satisfies the sa	or other conditions of the con	in connection induct violative of ins set forth below. that the application in furtherance of ilege or the work-
		AGREEMENT		
1. Represent			olstive of the Sher titive activity bein	man Act in the g reported").
(a)		effective action to to orted upon discover		the anticompetitive nd
(b)		y other party to parti riginator of, the anti		
2. Cooperation Antitrust Division in of following:				e cooperation to the ut not limited to, the
(a)		sposition of all facts stivity being reporte		elating to the

- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- using its best efforts to secure the ongoing, full, and truthful cooperation of the current directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current directors, officers and employees to appear for interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews, grand jury appearances, and at trial;
- (f) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity;
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant;
- (h) waiving any attorney-client privilege and attorney work product privilege that may exist for contemporaneous legal advice or services that may have received with regard to any communications or agreements between relating to the
- (i) using its best efforts to ensure that any attorneys retained or employed by to provide legal advice or services in connection with the communications or agreements described in paragraph 2(h) above, cooperate fully and provide all requested information to the Antitrust Division.
- 3. Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part A of the Corporate

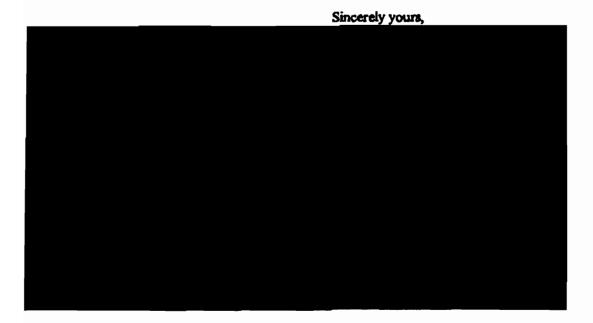
Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal for any act or offense it may have committed prior to the date of this prosecution against letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of the into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against without limitation. Should such a prosecution be initiated, any documentary or other information provided by as well as any statements or other information provided by any current director, officer or to the Antitrust Division pursuant to this Agreement, may be used against employee of in any such prosecution.

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 - (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with the anticompetitive activity being reported.

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The signatories below acknowledge acceptance of the foregoing terms and conditions.





U. S. Department of Justice

Antitrust Division

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Moreover, consistent with Division policy, the Division agrees that it will not disclorate the discloration obtained from	第 (0
ACDEEMENT	
AGREEMENT	
Representations: desires to report to the Antitrust Division poson other conduct violative of the Sherman Act in the	
activity being reported"). represents to the Antitrust Division that, in connewith the anticompetitive activity being reported, it:	
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- (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
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 - (a) providing a full exposition of all facts known to relating to the anticompetitive activity being reported;
 - (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
 - (c) using its best efforts to secure the ongoing, full, and truthful cooperation of the current and former directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
 - (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division at expense;
 - (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
 - (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
 - (g) making all reasonable efforts, to the satisfaction of the Antitrust
 Division, to pay restitution to any person or entity injured as a result
 of the anticompetitive activity being reported, in which was
 a participant.

- 3. Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of the corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a without limitation. Should such a prosecution be criminal prosecution against initiated, any documentary or other information provided by as well as any statements or other information provided by any current and former director, officer or to the Antitrust Division pursuant to this Agreement, may be used employee of against in any such prosecution.
- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
 - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States:
 - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
 - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information:
 - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he

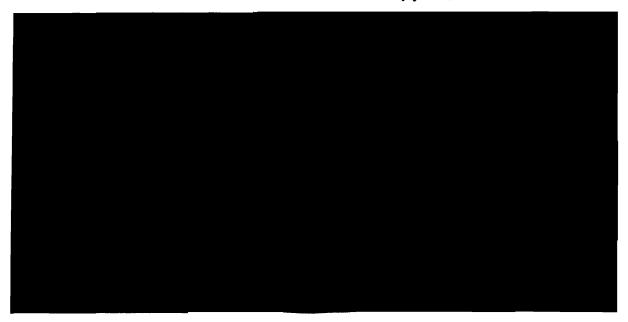
- or she may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of the fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,





U.S. Department of Justice

Antiquet Division



Dear Sits:

This letter sets forth the terms and conditions of an exposment between the Antique Division of the United States Department of Justice and in connection with possible or other conduct violative of Section 1 of the Sherman Act, 10 U.S.C. § 1, with respect to This agreement is conditional and depends upon satisfying the conditions set forth below. After all of these conditions are met, the Division will notify writing that the application has been granted. It is further agreed that disclosures made by consol for the infurence of the amounty application will not constitute a wriver of the amounty application will not constitute a wriver of the amounty-client privilege or the work-product privilege.

ACREEMENT

- 1. Representations: desires to report to the Antirum Division possible of other conduct violative of the Sherman Act with respect to ("the anticompetitive activity being reported"). represents to the Antirum Division that, in connection with the anticompetitive activity being reported, it:
 - took prompt and effective action to terminate its part in the anticompetitive sciivity being reported upon discovery of the activity, and

- (b) did not coerce any other party to participate in the activity and was not see leader to, or the originator of, the anticompetitive activity being reported.
- 2. Cooperation street agrees to provide full, continuing and complete exoperation to the Antitrust Division in connection with the anticompetitive activity being reported, including, our not limited to, the following:
 - (a) providing a full exposition of all facts known to see relating to the solicompetitive activity being reported;
 - (b) providing promptly, and without requirement of subports all documents of other stems in its possession, custody or control, wherever located, requested by the Amitrust Division, to the extent not already produced;
 - the directors, officers and employees of the and encouraging such persons voluntarily to provide the Antiques Division with any information they may have relevant to the anticompetitive activity sating reported;
 - (d) facilitating the ability of the directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Amitrust Division may require at the times and places designated by the Antitrust Division;
 - (c) using its best efforts to ensure that the directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported, respond completely, candicity and mushfully to all questions asked in interviews and grand jury appearances and at trial;
 - (f) using its best efforts to ensure that the directors, officers and employees who provide information to the Antimus Division relevant to the anticompetitive activity being reported make no attempt cities falsely to protect or falsely to implicate any person or entity; and
 - (g) making all reasonable efforts, to the satisfaction of the Aphurust Division to pay restitution to any person or entity injured as a result of the anticompetitive solivity being reported, in which was a participant.
- 3. Corporate Leniency: Subject to verification of impresentations in purphyph. above, and subject to its full, continuing and complete cooperation, as described in purphyph 2 above, the Antiques Division agrees conditionally to accept the into Part 3 of the Corporate Laniency Program, as explained in an Antiques Division policy statement date: August 10, 1993

(nunched). Pursuant to that policy, the Antitrum Division agrees not to bring any criminal prosecution against for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of this Antitrum Division will bring this Agreement to the attention of other presenting elices of administrative agencies. If the Antitrust Division at any time determines that this Agreement, this Agreement shall be void, and the Antitrum Division may revake the conditional acceptance of time the Corporate Loniency Program. Should the Antitrust Division revoke the conditional acceptance of time the Corporate Loniency Program, the Antitrust Division may thereafter initiate a criminal proceeding against without imminion. Should such a prosecution to clinicated, any documentary or other information, provided by the such as a prosecution of the other information provided by any director, officer of employee of the Antitrust Division pursuant to this Agreement, may be used against time any such prosecution.

4. Non-Prosecution Protection For Corporate Directors, Officers and Employees: Subject to the Antiquet Directors and complete cooperation, the Antiquet Directors and employees of the who admit their knowledge of, or participations and couplete and truthfully cooperate with the Antiques Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antiques, Division for any act or officese committed during their period of employment at the prior to the date of this letter in connection with the anticompetitive activity being reported. Such fell and truthful cooperation shall include, but not be limited to:

- (2) producing all documents and records, including personal documents and records, and other material requested by attorneys and agents of the United States:
- (b) Initially themselves available for interviews in the United States open the request of attorneys and agents of the United States;
- (c) responding fully and muthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without faisely implicating any person or intentionally withholding any information:
- (d) otherwise voluntarily providing the United States with any materials of information, not requested in (a)-(c) of this paragraph, that he or the truly have relevant to the anticompetitive setivity being reported; and

(c) when called upon to do so by the United States, testifying in trial the grand jury or other proceedings in the United States, fally, methfully and under eath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statement of declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 491-402) and obstruction of justice (18 U.S.C. § 1503, in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Amitrust Division, although, excit the request of the Antibust Division will bring this Agreement to the strention of other presecution offices or administrative agracies. In the event a director, officer or employee of fails to comply fully with his/her obligations have able, this Agreement as it pertains to such individual shall be void, and any tentency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antibust Division. Should my learned unmunity or non-prosecution granted be revoked, the Antibust Division thay thereafter prosecute such person oriminally, and any statements or other information provided by such person to the Arthrest Division pursuant to this Agreement may be used against him/her in such persons to

- 5. Entire Agreement: This letter constitutes the entire agreement between the Assistant Division and supersedes all prior understandings, if any, whether one or written relating to the suspect matter berein.
- 6. Authority And Capacity: The Antitrusi Division and preparent and warrant each to the other than the signatures to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signaturies below acknowledge acceptance of the foregoing terms and conditions.





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U. S. Department of Justice

Antitrust Division

Dear	
Division of the Un subsidiaries in the Agreement is cond below. After all of the application has in fu	sets forth the terms and conditions of an agreement between the Antiquest sized States Department of Justice and in connection with possible or other conduct violative of Section 1 of the Shemman Act, 15 U.S.C. § 1, This intional and depends upon setsisfying the conditions set forth these conditions are met, the Division will notify the conditions are met, the Division will notify the conditions are met, the division will notify the conditions are met, the division will not constitute a waiver of the other agreed that disclosures made by counsel for artherance of the leniency application will not constitute a waiver of the ilege or the work-product privilege.
	AGREEMENT
1. Represe	desires to report to the Antitrust Division possible or other conduct violative of the Sherman Act in the ("the vily being reported").
	he anticompetitive activity being reported, it:
(a)	took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
(b)	did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
2. Cooperatooperation to the Apported, including, l	tion represent to provide full, continuing and complete unitrust Division in connection with the anticompetitive activity being but not limited to, the following:
(a)	providing a full exposition of all facts known to the anticompetitive activity being reported;
(ь)	providing promptly, and without requirement of subpoene, all documents or other items in its possession, custody, or control, wherever located,

- requested by the Antitrust Division in connection with the anticompetitive activity being reported, to the extent not already produced;
- (c) using its best efforts to secure the ongoing, full, and truthful cooperation of the current and former directors, officers, and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers, and employees to appear for such interviews or testimony in connection with the amicompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers, and employees who provide information to the Antitrust Division relevant to the amicompetitive activity being reported respond completely, candidly, and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers, and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which participant.
- 3. Corporate Lealency: Subject to verification of paragraph 1 above, and subject to its full, continuing, and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept the fundamental process of the Corporate Lealency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal procession against for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other processing offices or administrative agencies. If the Antitrust Division at any time determines that the process of the Antitrust Division are conditional acceptance of the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of the conditional conditional acceptance of the conditional acceptance of the conditiona

the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against in connection with the anticompetitive activity being reported, without limitation. Should such a prosecution be initiated, any documentary or other information provided by any current or former director, officer, or employee of the Antitrust Division pursuant to this Agreement, may be used against

4. Non-Prosecution Protection For Corporate Directors, Officers, And Employees:
Subject to full, continuing, and complete cooperation, the Antitrust Division agrees
that current and former directors, officers and employees of
knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in
its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally
by the Antitrust Division for any act or offense committed during their period of employment at
prior to the date of this letter in connection with the anticompetitive activity being
reported. Such full and truthful cooperation shall include, but not be limited to:

- (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States in connection with the anticompetitive activity being reported;
- (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States in connection with the anticompetitive activity being reported;
- (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
- (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) - (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully, and under outh, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402), and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of

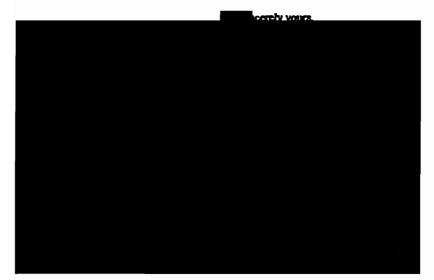
other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of the control of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity, or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity, or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally in connection with the anticompetitive activity being reported, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

acknowledges that it is 5. perate investigation into or other conduct violative of Section 1 of the Sherman Act. 15 U.S.C. & 1, and related statutes, in the current and former directors, officers, or employees are, or may become, subjects, turgets, or defendants in that separate investigation. Nothing in this Agreement limits the United States from initiating a criminal prosecution against or any of its current or former directors, officers, or employees in connection with re of its current or former directors, officers, or employees as a subject status of target, or defendant in the does not abrogate or affect cooperation obligations under paragraph 2 above, including its obligation to use its best efforts to secure the ongoing, full, and truthful cooperation of covered employees, or the cooperation obligations of covered employees under paragraph 4 above. A failure of a covered employee to comply fully with his or her obligations described in paragraph 4 above includes, but is not limited to, regardless of any past or proposed cooperation, not making himself or herself available in the United States for interviews and testimony in trials and grand jury or other proceedings upon the request of attorneys and agents of the United States in connection with the anticompetitive activity being reported because he or she has been, or anticipates being, charged, indicted, or arrested in the United States for violations of federal antitrust and related statutes Such failure also includes, but is not limited to, not responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being recorded because his or her remonace may also relate to, or tend to incriminate him or her in Failure to comply fully with his or her cooperation obligations further includes, but is not limited to, not producing in the United States all documents, including personal documents and records, and other materials requested by attorneys and agents of the United States in connection with the anticompetitive activity being reported because those documents may also relate to, or tend to incriminate him or her in, the The cooperation obligations of Paragraph 4 above do not apply to requests by attorneys and agents of the United States directed at if such requests are not, in whole or in part, made in connection with the anticompetitive activity being reported. The Antirust Division may use any documents, statements, or other information provided by any of its current or former directors, officers, or employees to the Antitrust Division pursuant to or any of its current or former directors, officers, or this Agreement against

employees, directly or indirectly, in any prosecution arising out of

- 6. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and an entire agreement and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 7. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party bereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.





U. S. Department of Justice

Antitrust Division

_		
Dear Sirs	:	
		sets forth the terms and conditions of an agreement between the on of the United States Department of Justice and the following
other cond	luct vic	in connection with possible or lative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the
that the ap	e condi oplicat cute a v	This agreement is conditional satisfying the conditions set forth below. After tions are met, the Division will notify in writing on has been granted. It is further agreed that disclosures made by (including counsel) in furtherance of the amnesty application will vaiver of the attorney-client privilege or the work-product privilege, hat the amnesty application process began
		AGREEMENT
1. R Division po Sherman A	ssible	desires to report to the Antitrust or other conduct violative of the
)i vi sio	ctivity being reported"). represents to the that, in connection with the anticompetitive activity being
	(a)	took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
	(b)	did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive

- 2. Cooperation: agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:
 - (a) providing a full exposition of all facts known to relating to the anticompetitive activity being reported;
 - (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
 - (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of an and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
 - (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
 - (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
 - (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
 - (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.

3. Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part B of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10. 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against for any act or offense it may have in connection with the anticompetitive committed prior to activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against without limitation. Should such a prosecution be initiated, any documentary or other information provided by as well as any statements or other information provided by any current or former director, officer or employee of to the Antitrust Division pursuant to this Agreement, may be used against in any such prosecution. 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at prior to in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to: (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States: **(b)** making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States:

- (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
- (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of the comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual during the amnesty application process or under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division during the amnesty application process or pursuant to this Agreement may be used against him/her in any such prosecution.

Entire Agreement: This letter	constitutes the entire agreement between the
	and supersedes all prior understandings, if
any, whether oral or written relating to	the subject matter herein, including the letter
of to	anddated

6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on

behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,





U. S. Department of Justice

Antitrust Division	
Door	
This letter sets forth the terms and conditions of an agreement between the	
Antitrust Division of the United States Department of Justice and	
conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the	
This agreement is conditional and depends upon satisfying the conditions set forth below. After all of	
these conditions are met, the division will notify the condition writing that the application has been granted. It is further agreed that disclosures made by counsel for	
the attorney-client privilege or the work-product privilege.)T
AGREEMENT	
Representations: desires to report to the Antitrust Division	
possible of the Sherman Act the conduct violative of	
activity being reported"). represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:	
(a) took prompt and effective action to terminate its part in the	
anticompetitive activity being reported upon discovery of the activity; and	
(b) did not coerce any other party to participate in the anticompetitive	
activity being reported and was not the leader in, or originator of,	
the anticompetitive activity being reported.	
2. Cooperation: subsidiary subsidiary subsidiary"), agrees to provide full, continuing and complete	

	Antitrust Division in connection with the anticompetitive activity uding, but not limited to, the following:	
(a)	providing a full exposition of all facts known to subsidiary relating to the anticompetitive activity being reported:	
(b)	providing promptly, and without requirement of a subpoena, all documents not privileged under U.S. law or other items in the possession, custody, or control of subsidiary requested by the Antitrust Division, to the extent not already produced;	
(c)	securing the complete, candid, and truthful cooperation of which shall include, but not be limited to:	
	the voluntary provision to the Antitrust Division by of any information may have relevant to the anticompetitive activity being reported;	
	the apparance of the anticompetitive activity being reported as the Antitrust Division may require at times and places designated by the Antitrust Division; and	
	the provision of testimony by requested by the Antitrust Division, in grand jury, trial, or other proceedings in connection with the anticompetitive activity being reported;	
(d)	using its best efforts to secure the complete, candid, and truthful cooperation of the current and former directors, officers, and employees, of such persons voluntarily to provide the Antitrust Division with any information relevant to the anticompetitive activity being reported;	
(e)	facilitating the ability of current and former directors, officers, and employees of subsidiary to appear for succenterviews or testimony relevant to the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;	h
(f)	using its best efforts to ensure that current and former directors, officers, and employees of subsidiary, who provide information to the Antitrust Division respond completely,)

- candidly, and truthfully to all questions asked in interviews, grand jury appearances, and at trial;
- (g) using its best efforts to ensure that current and former directors, officers, and employees of subsidiary, who provide information to the Antitrust Division make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (h) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which subsidiary, was a participant.
- Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees to accept linto Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against subsidiary, for any act or offense they may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust the Antitrust Division will bring this Division, although, upon request of Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that subsidiary has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of into the Corporate Leniency Program, the Antitrust Division may thereafter subsidiary, without initiate a criminal prosecution against limitation. Should such a prosecution be initiated, any documentary or other information provided by subsidiary, as well as any statements or other information provided by any current or former director, officer, or employee of subsidiary, to the Antitrust Division pursuant to this Agreement, subsidiary in any such prosecution. may be used against
- 4. Non-Prosecution Protection for Corporate Directors, Officers, and Employees: Subject to subsidiary's, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers, and employees of subsidiary, who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at subsidiary, prior to the date of this letter in

connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:

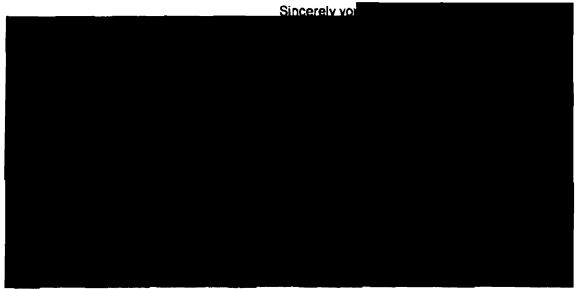
- (a) making his relevant personal documents and records available in the United States to attorneys and agents of the United States;
- (b) making himself available in the United States to attorneys and agents of the United States for interviews;
- (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
- (d) otherwise giving the United States access to knowledge or information he may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial, grand jury, or other proceedings in the United States, fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer, or employee of subsidiary, fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity, or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and an advantage and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

6. Authority and Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.



Attachment

U.S. Department of Justice

Antitrust Division				
Dear				
This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and ("Applicant") in connection with possible or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the This Agreement is conditional and depends upon Applicant satisfying the conditions set forth below. After all of these conditions are met, the Division will notify Applicant in writing that the application has been granted. It is further agreed that disclosures				
made by counsel for Applicant in furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege. AGREEMENT				
1. Representations: Applicant desires to report to the Antitrust Division possible or other conduct violative of the Sherman Act in the ("the anticompetitive activity being the anticompetitive activity.	1			
reported"). Applicant represents to the Antitrust Division that, in connection with the				

- anticompetitive activity being reported and did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the activity.
- 2. Cooperation: Applicant agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:
 - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
 - available for interviews in the United States upon the (b) making request of attorneys and agents of the United States;
 - responding fully and truthfully to all inquiries of the United States in (c) connection with the anticompetitive activity being reported, without

- falsely implicating any person or intentionally withholding any information;
- (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.
- 3. Individual Leniency: Subject to verification of Applicant's representations in paragraph 1 above, and subject to Applicant's full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept Applicant into the Individual Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1994 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against Applicant for any act or offense may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. If the Antitrust Division at any time determines that Applicant has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of Applicant into the Individual Leniency Program. Should the Antitrust Division revoke the conditional acceptance of Applicant into the Individual Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against Applicant, without limitation. Should such a prosecution be initiated, any documentary information, statements or other information provided by Applicant to the Antitrust Division pursuant to this Agreement may be used against Applicant in any such prosecution.
- 4. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and Applicant, and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein. The commitments in this paragraph are binding only upon the Antitrust Division.

The signatories below acknowledge acceptance of the foregoing terms and conditions.



